# IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS **DALLAS DIVISION**

DAVID C. HENDERSON, individually and on behalf of others similarly situated,	)
Plaintiff,	) Civil Action No. 3:12-CV-00322
VS.	) Judge Jane Boyle
REMINGTON ARMS COMPANY, LLC., CASCADE CARTRIDGE, INC. A/K/A CCI AMMUNITION	) ) )
Defendants.	Ć

# APPENDIX TO DEFENDANT REMINGTON ARMS COMPANY, LLC'S **MOTION TO DISMISS**

The following documents attached hereto are included in this Appendix:

- Safety Warning and Recall Notice, Appendix p. 1. 1.
- Limited Two-Year Firearm Warranty, Appendix p. 2. 2.

Respectfully submitted,

/s/ James D. Jordan

James D. Jordan

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Attorneys for Defendant Remington Arms Company, LLC

# **CERTIFICATE OF SERVICE**

On April 9, 2012 I electronically submitted the foregoing document with the clerk of court for the U.S. District Court, Northern District of Texas, using the electronic case filing system of the court. I hereby certify that I have served all counsel and/or pro se parties of record electronically or by another manner authorized by Federal rule of Civil Procedure 5 (b)(2).

s/ James D. Jordan			
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## SAFETY WARNING AND RECALL NOTICE

# 17 HMR AMMUNITION AND MODEL 597® 17 HMR SEMI-**AUTOMATIC**

DO NOT USE REMINGTON 17 HMR AMMUNITION IN SEMI-AUTOMATIC FIREARMS.

DO NOT USE THE REMINGTON MODEL 597 17 HMR SEMI-AUTOMATIC RIFLE.

Remington has been notified by its supplier of 17 HMR ammunition that 17 HMR ammunition is not suitable for use in semi-automatic firearms. The use of this ammunition in a semi-automatic firearm could result in property damage or serious personal injury.

If you have a semi-automatic firearm chambered for 17 HMR ammunition, immediately discontinue use of Remington 17 HMR ammunition. If you have any Remington 17 HMR ammunition that you wish to return to Remington contact the Remington Consumer Service number below. Do not return the ammunition to the dealer. Remington will provide you with a \$10.00 coupon for each complete box of 50 rounds of Remington branded 17 HMR ammunition you return to Remington. This coupon is for end users only and will be good for the purchase of any Remington ammunition at your local dealer.

In light of the ammunition manufacturer's notice, it is very important that you immediately stop using your Remington Model 597 17 HMR semi-automatic rifle. If you own a Remington Model 597 17 HMR semi-automatic rifle and wish to return it to Remington please contact the below Remington Consumer Service Number. In return for your Remington Model 597 17 HMR synthetic stock semi-automatic rifle, Remington will provide you a coupon valued at \$200.00 good for the purchase of a replacement Remington firearm. If you have a laminate stock Remington Model 597 17 HMR semi-automatic rifle, Remington will provide you a coupon valued at \$250.00 good for the purchase of a replacement Remington firearm. This Coupon is for end users only and will be good for the purchase of a Remington firearm at your local dealer. Contact Remington to recieve your free shipping label to return your Model 597 17HMR semi-automatic rifle to Remington..

Please allow up to 6 weeks after Remington receives your Model 597 17 HMR semi-automatic rifle or your Remington branded 17 HMR ammunition for the appropriate coupons to arrive. Instructions for redemption of the coupons will be contained on the coupon.

For any consumer questions or instructions on how to return of your Model 597 17 HMR semi-automatic rifle or your Remington branded 17 HMR ammunition, please contact the Remington Consumer Service Department at 1-800-243-9700, Prompt #3.

We apologize for any inconvenience this may cause.

#### Safety First

Always observe the ten commandments of safe gun handling and wear approved eye and ear protection anytime you are shooting.

#### **Limited Two-Year Firearm Warranty**

Who and what is covered by this warranty and for how long? Remington warrants to you, the original purchaser of a new firearm that, for two years from the date of purchase in the United States or Canada, your Remington firearm will be free from defects in material and workmanship.

What will Remington do if you discover a defect? If you make a claim within the warranty period following the instructions

given in this warranty, we will, at our option, repair the defect(s), or replace the firearm at no cost to you. If we send you a new firearm, we will keep the defective one.

What must you do to make a claim under this warranty? First, when you purchase your firearm, you must complete and mail the warranty registration card to us (keep your sales receipt for proof of purchase date). Then, if you discover a defect, you must notify us or an authorized Remington warranty repair center before the end of the two-year period. You may either call or write Remington at:

Remington Arms Company, Inc. Consumer Service Department Post Office Box 700 Madison, NC 27025

1-800-243-9700

PLEASE DO NOT RETURN FIREARMS TO THE ABOVE ADDRESS. If we decide that it is necessary for you to return the firearm to the factory or an authorized warranty repair center, the owner must prepay freight. We will not accept COD shipments. What is not covered by this warranty? We will not cover damage of your firearm caused by:

Failure to provide proper care and maintenance Accidents, abuse, or misuse

Barrel obstruction Hand loaded, reloaded or improper ammunition

Unauthorized adjustments, repairs or modifications

Normal wear and tear

13. Which do you use the Internet for? (check all that apply)

What is excluded from this warranty? Remington excludes and will not pay incidental or consequential damages under this warranty. By this we mean any loss, expense or damages other than to repair the defects in the firearm or replace the firearm. No implied warranties extend beyond the term of this written warranty. PLEASE NOTE: Some jurisdictions do not allow exclusion of incidental or consequential damages, or limitation on how long an implied warranty lasts, so the above exclusion and limitations may not apply to you. This warranty gives you specific legal rights and you may also have other rights.

PLEASE DETACH THIS PANEL BEFORE MAILING.

	However failure to c		I helps us get to know our consumers. s card does not diminish your warranty rights.
VERY IMPOR			20044/0933
Model 4 7 7	0 0 -		
	Please write in of UPC bar coo	the last 5 digits	kominoton
	product carton	ie located on	TICITUIE COIC.
or affix o	wner registration sticker here		048E (versi)
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rst Name			Last Name
dress (street number) (Stre	et name)		Apartment Number
y		State	Zip Code Phone Number
-D Address (Francis			
ail Address (Example: yourna	me(a/yournost.com)		
Yes! I want to receive offe	rs or communications that may into	erest me from other co	mpanies via e-mail, I understand this e-mail address may be shared with and/or combined with
information from other sou			
☐ Yes! I want to receive offe	rs or communications from Remin	gton via e-mail	
e of Purchase	Store	Name	
Month Day	Year		
al Number	1 car	Purchase Price	
T T T			
		\$   ,	. 0 0
			14. Your Gender: 15. Your Marital Status::
B. Where do you hunt? □ Public	□ Own		
☐ Private	☐ Hunting Club		☐ Male ☐ Female ☐ Married ☐ Single  16. Date of Birth:
☐ Lease	☐ Don't Hunt		10. Date of Birth.
. Send me information about			
a. Remington Shotguns	☐ f. Remington Knives		Month Day Year
□ b. Remington Rifles	☐ g. Fishing Lines		17. Including yourself, how many people live in your household? (Examples: 01, 02,
	der 🔲 h. Remington Credit Card		
□ d. Remington Safes	☐ i. Remington Steel Shot		Children (18 and younger) Adults
<ul> <li>e. Remington Ammunitio</li> </ul>	n		18. Date of Birth of children in your household 18 years of age and younger:
. What are the outdoor interes	ests in your household?		
(1) Hunting	(2) Shooting		☐ Male ☐ Female
<ul> <li>□ a. Waterfowl</li> <li>□ b. Upland Birds</li> </ul>	a. Trap/Skeet	e. Silhouettes	Month Day Year
c. Turkey	<ul> <li>□ b. Sporting Clays</li> <li>□ c. Target</li> </ul>	<ul> <li>☐ f. Archery</li> <li>☐ g. Crossbows</li> </ul>	☐ Male ☐ Female
d. Big Game	d. Plinking	☐ g. Crossoows	in Male in Pennate
☐ e. Small Game	(4) Outdoor		Month Day Year
(3) Fishing	a. Camping		19. For your primary residence, do you:
a. In-shore	□ b. Hiking		□ 1. Own □ 2. Rent
□ b. River/Stream	☐ c. Motorcycling		20. Education: (Please check which category applies to you)
☐ c. Lake	d. Boating		☐ 1. Some High School ☐ 3. College Degree ☐ 2. Completed High School ☐ 4. Graduate Degree
d. Off-shore	e. Off Road		
. A. This Remington just pu	rchased will be used for:		21. Which best describes your family income?  ☐ Under \$15,000 ☐ \$100,000-\$124,999
a. Waterfowl	☐ g. Trap		□ \$15,000-\$24,999 □ \$125,000-\$149,999
☐ b. Big Game	☐ h. Skeet		□ \$25,000-\$34,999 □ \$150,000-\$174,999
C. Small Game	☐ i. Sporting Clays		□ \$35,000-\$49,999 □ \$175,000-\$199,999
d. Varmints	☐ j. Targets/Plinking		□ \$50,000-\$74,999 □ \$200,000-\$249,999 □ \$75,000-\$99,999 □ \$250,000 or Over
☐ e. Upland Birds	k. Gun Collection		
f. Turkey	☐ 1. Home Defense		22. Why did you purchase a Remington Firearm?
B. Using the above options,			☐ 1. Previous Experience ☐ 4. Internet ☐ 5. Ads
that corresponds with the pr	imary use:		☐ 2. Friends Recommend ☐ 5. Ads ☐ 3. Salesperson ☐ 6. Reputation
. How many other Remington	Firearms do you own?		23. Do you own a dog?
□ None □ 1-2			1. Family 2. Hunting

24. What type of vehicle do you drive most often?

(all fields must be completed in order to qualify for monthly drawings) REGISTER ONLINE AND QUALIFY FOR MONTHLY PRIZES WWW.REMINGTON.COM/WARRANTY

APP 2